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Attorneys for Defendants COUNTY OF RIVERSIDE and SHERIFF STANLEY SNIFF, JR. erroneously sued herein as Sheriff Stanley Sniff, DEPUTY SEAN LIEBRAND, erroneously sued herein as Deputy Sean Liebrand (#3633), DEPUTY KAREN CRANFILL, erroneously sued herein as Deputy Kari Cranfill (#3638) and DEPUTY ADRIAN BRAZIL, erroneously sued herein as Deputy Adrian Brazil (#4984), DEPUTY EDDIE PERALTA, erroneously sued herein as Deputy Eddie Peralta (#4857)

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MELISSA QUINN,

Plaintiff,

v.

COUNTY OF RIVERSIDE; SHERIFF STANLEY SNIFF, an individual; DEPUTY ADRIAN BRAZIL (#4984), an individual; DEPUTY SEAN LIEBRAND (#3633), an individual; DEPUTY EDDIE PERALTA (#4857), an individual; DEPUTY KARI CRANFILL (#3638), an individual; and DOES 1 through 10, Inclusive,

Defendants,

CASE NO.: 5:15-cv-02392 JFW(KKx)

Hon. Judge John F. Walter

STIPULATED PROTECTIVE ORDER

NOTE CHANGES MADE BY THE COURT

1. A. PURPOSE AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to

1 enter the following Stipulated Protective Order. The parties acknowledge that this
2 Order does not confer blanket protections on all disclosures or responses to
3 discovery and that the protection it affords from public disclosure and use extends
4 only to the limited information or items that are entitled to confidential treatment
5 under the applicable legal principles. The parties further acknowledge, as set forth in
6 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
7 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
8 that must be followed and the standards that will be applied when a party seeks
9 permission from the court to file material under seal.

10 **B. GOOD CAUSE STATEMENT**

11 This action is likely to involve information for which special protection from
12 public disclosure and from use for any purpose other than prosecution of this action
13 is warranted. Such confidential and materials and information consist of, among
14 other things, information contained within a peace officer's personnel file, which
15 information may not be disclosed without court order under state law, information
16 otherwise generally unavailable to the public, or which may be privileged or
17 otherwise protected from disclosure under state or federal statutes, court rules, case
18 decisions, or common law. Accordingly, to expedite the flow of information, to
19 facilitate the prompt resolution of disputes over confidentiality of discovery
20 materials, to adequately protect information the parties are entitled to keep
21 confidential, to ensure that the parties are permitted reasonable necessary uses of
22 such material in preparation for and in the conduct of trial, to address their handling
23 at the end of the litigation, and serve the ends of justice, a protective order for such
24 information is justified in this matter. It is the intent of the parties that information
25 will not be designated as confidential for tactical reasons and that nothing be so
26 designated without a good faith belief that it has been maintained in a confidential,
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1 non-public manner, and there is good cause why it should not be part of the public
2 record of this case.

3 **2. DEFINITIONS**

4 2.1 Action: this pending federal lawsuit.

5 2.2 Challenging Party: A Party or Non-Party that challenges the
6 designation of information or items under this Order.

7 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
8 how it is generated, stored or maintained) or tangible things that qualify for
9 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
10 Good Cause Statement.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
12 their support staff).

13 2.5 Designating Party: A Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 "CONFIDENTIAL."

16 2.6 Disclosure or Discovery Material: all items or information, regardless
17 of the medium or manner in which it is generated, stored, or maintained (including ,
18 among other things, testimony, transcripts, and tangible things), that are produced or
19 generated in disclosures or responses to discovery in this matter.

20 2.7 Expert: A person with specialized knowledge or experience in a
21 manner pertinent to the litigation who has been retained by a Part or its counsel to
22 serve as an expert witness or as a consultant in this Action.

23 2.8 House Counsel: Attorneys who are employees of a party to this Action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.9. Non-Party: Any natural person, partnership, corporation, association or
27 other legal entity not named as a Party to this action.

1 2.10 Outside Counsel of Record: Attorneys who are not employees of a
2 party to this Action but are retained to represent or advise a party to this Action and
3 have appeared in this Action on behalf of that party or are affiliated with a law firm
4 which has appeared on behalf of that party, and includes support staff.

5 2.11 Party: Any part to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.13 Professional Vendors: Persons or entities that provide litigation
11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 2.14 Protected Material: Any Disclosure or Discovery Material that is
15 designated as "CONFIDENTIAL."

16 2.15 Receiving Party: A Party that receives Disclosure or Discovery
17 Material from a Producing Party.

18 3. **SCOPE**

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or
21 extracted from Protected Materials; (2) all copies, excerpts, summaries, or
22 compilations of Protected Material; and (3) any testimony, conversations, or
23 presentations by Parties or their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the
25 trial judge. This Order does not govern the use of Protected Material at trial.

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1 **4. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
6 or without prejudice, and (2) final judgment herein after the completion and
7 exhaustion of all appeals, re-hearings, remands, trials or reviews of this Action,
8 including the time limits for filing any motions or applications for extension of time
9 pursuant to applicable law.

10 **5. DESIGNATING PROTECTED MATERIAL**

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under
13 this Order must take care to limit any such designation to specific material that
14 qualified under the appropriate standards. The Designating Party must designate for
15 protection only those parts of material, documents, items or oral or written
16 communications that qualify so that other portions of the material, documents, items
17 or communications for which protection is not warranted are not swept unjustifiably
18 within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations
20 that are shown to be clearly unjustified or that have been made for an improper
21 purpose (e.g., to unnecessarily encumber the case development process or to impose
22 unnecessary expenses and burdens on other parties) may expose the Designating
23 Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection, that Designating Party must
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1 5.2 Manner and Timing of Designation. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
3 or ordered, Disclosure or Discovery Material that qualifies for protection under this
4 Order must be clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic
7 documents, but excluding transcripts of depositions or other pretrial or trial
8 proceedings), that the Producing Party affix at a minimum, the legend
9 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
10 contains protected material. If only a portion or portions of the material on a page
11 qualified for protection, the Producing Party also must clearly identify the protected
12 portion(s)(e.g., by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for inspection
14 need not designate them for protection until after the inspecting Party has indicated
15 which documents it would like copied and produced. During the inspection and
16 before the designation, all of the material made available for inspection shall be
17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
18 documents it wants copied and produced, the Producing Party must determine which
19 documents, or portions thereof, qualify for protection under this Order. Then, before
20 producing the specified documents, the Producing Party must affix the
21 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
22 portion or portions of the material on a page qualified for protection, the Producing
23 Party also must clearly identify the protected portions(s)(e.g., by making appropriate
24 markings in the margins).

25 (b) for testimony given in depositions that the Designating Party identify
26 the Disclosure or Discovery Material on the record, before the close of the deposition
27 all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such materials. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenge. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceedings shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

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1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 Action only for prosecuting, defending or attempting to settle this Action. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the Action has been terminated, a
7 Receiving Party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 “CONFIDENTIAL” only to:

16 (a) The Receiving Party’s Outside Counsel of Record in this Action,
17 as well as employees of said Outside Counsel of Record to whom it is reasonably
18 necessary to disclose the information for this Action;

19 (b) The officers, directors, and employees (including House Counsel)
20 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this Action and who have signed the
23 “Acknowledgment and Agreement to be Bound” (Exhibit A);

24 (d) The court and its personnel;

25 (e) Court reporters and their staff;

1 (f) Professional jury or trial consultants, mock jurors and
 2 Professional Vendors to whom disclosure is reasonably necessary for this Action and
 3 who have signed the “Acknowledgement and Agreement to be Bound” (Exhibit A);

4 (g) The author or recipient of a document containing the information
 5 or a custodian or other person who otherwise possessed or knew the information;

6 (h) During their depositions, witnesses, and attorneys for witnesses,
 7 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
 8 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
 9 they will not be permitted to keep any confidential information unless they sign the
 10 “Acknowledgment and Agreement to be Bound” (Exhibit A), unless otherwise
 11 agreed by the Designating Party or ordered by the court. Pages of transcribed
 12 deposition testimony or exhibits to depositions that reveal Protected Material may be
 13 separately bound by the court reporter and may not be disclosed to anyone except as
 14 permitted under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting
 16 personnel, mutually agreed upon by any of the parties engaged in settlement
 17 discussions.

18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a court order issued in other litigation
 21 that compels disclosure of any information or items designated in this Action as
 22 “CONFIDENTIAL,” that Party must:

23 (a) Promptly notify in writing the Designating Party. Such notification
 24 shall include a copy of the subpoena or court order.

25 (b) Promptly notify in writing the party who caused the subpoena or order
 26 to issue in the other litigation that some or all of the material covered by the
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1 subpoena or order is subject to this Protective Order. Such notification shall include
 2 a copy of this Stipulated Protective Order; and

3 (c) Cooperate with respect to all reasonable procedures sought to be
 4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
 6 the subpoena or court order shall not produce any information designated in this
 7 action as "CONFIDENTIAL" before a determination by the court from which the
 8 subpoena or order issued, unless the Party has obtained the Designating Party's
 9 permission. The Designating Party shall bear the burden and expense of seeking
 10 protection in that court of its confidential material and nothing in these provisions
 11 should be construed as authorizing or encouraging a Receiving Party in this Action
 12 to disobey a lawful directive from another court.

13 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
 14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a
 16 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
 17 produced by Non-Parties in connection with this litigation is protected by the
 18 remedies and relief provided by this Order. Nothing in these provisions should be
 19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
 21 produce a Non-Party's confidential information in its possession, and the Party is
 22 subject to an agreement with the Non-Party not to produce the Non-Party's
 23 confidential information, then the Party shall:

24 (1) Promptly notify in writing the Requesting Party and the Non-
 25 Party that some or all of the information requested is subject to a confidentiality
 26 agreement with a Non-Party.

(2) Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) Make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.

11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECT MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rules of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 2 may be established in an e-discovery order that provides for production without prior
 3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 4 parties reach an agreement on the effect of disclosure of a communication or
 5 information covered by the attorney-client privilege or work product protection, the
 6 parties may incorporate their agreement in the stipulated protective order submitted
 7 to the court.

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 12 Protective Order no Party waives any right it otherwise would have to object to
 13 disclosing or producing any information or item on any ground not addressed in this
 14 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 15 ground to use in evidence of any of the material covered by this Protective Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any
 17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 18 only be filed under seal pursuant to a court order authorizing the sealing of the
 19 specific Protected Material at issue. If a Party's request to file Protected material
 20 under seal is denied by the court, then the Receiving Party may file the information
 21 in the public record unless otherwise instructed by the court.

22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within 60
 24 days of a written request by the Designating Party, each Receiving Party must return
 25 all Protected Material to the Producing Party or destroy such material. As used in
 26 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 27 summaries and any other format reproducing or capturing any of the Protected
 28

Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constituted Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Date: 8/19/16



U.S. MAGISTRATE JUDGE

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full
 address], declare under penalty of perjury that I have read in its entirety and
 understand the Stipulated Protective Order that was issued by the United States
 District Court for the Central District of California on [date] in the case of [insert
 formal name of the case and the case number]. I agree to comply with and to be
 bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print
 or type full name] of _____ [print or
 type full address] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date:

City and State where sworn and

signed: _____.

Printed name: _____

Signature: _____

MAILING LIST

Quinn v. County of Riverside, et al.
15-edcv-2392 JFW (DTBx)

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